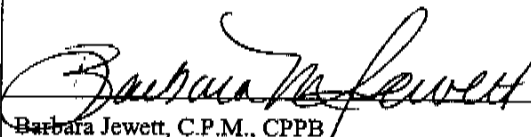
	<b>SOLICITATION AMENDMENT</b>	<b>Arizona Game and Fish</b>
	SOLICITATION: <b>QF05-014-K</b> AMENDMENT NUMBER: ONE (1) Page 1 of 1 Solicitation Due Date: <b>October 12, 2004, 5:00 P.M. MST</b>	<b>Department</b> Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399 Buyer: Elizabeth Kellim
<p>A signed copy of this amendment should be received by the Purchasing Office prior to the Solicitation Due Date and time. This Solicitation is amended as follows:</p> <ol style="list-style-type: none"><li>1. On page 7 of 7, Paragraph 2, Specifications, item 2.1.7, delete "opposite end overflow" and replace with "4" mpt opposite end overflow".</li><li>2. On page 7 of 7, Paragraph 2, Specifications, item 2.1.8, delete "The tank shall have a 4" mpt manhole," and replace with "The tank shall have a manhole."</li></ol> <p>All other provisions of the contract shall remain in their entirety.</p>		
Vendor hereby acknowledges receipt and understanding of above amendment.		The above referenced Solicitation Amendment is hereby executed this 5th day of October 2004, at Phoenix, Arizona.
Signature	Date	 Barbara Jewett, C.P.M., CPPB Purchasing Manager
Typed Name and Title		
Name of Company		



**REQUEST FOR QUOTATIONS  
FAX ON DEMAND**

Arizona Game and Fish Department  
Purchasing Office  
2221 West Greenway Road  
Phoenix, AZ 85023

RFQ NO: QF05-014-K  
Offers will be accepted until 5:00  
p.m. on October 12, 2004.

Page 1 of 7

Date: September 30, 2004

**VENDOR NOTICE**

**THIS IS NOT A PURCHASE ORDER**

**Vendor should quote his best net price, FOB origin, including all charges, including applicable taxes.** Delivery schedule should be indicated in spaces provided below. Return your quotation promptly to the requesting Region/Branch at the FAX number indicated below. **NOTE: The State of Arizona's Uniform Terms and Conditions, and Instructions to Offerors are hereby incorporated by reference. These documents may be accessed at [www.azspo.az.gov](http://www.azspo.az.gov) or by manually calling the State Procurement Office at (602)542-5511. A copy of these documents are on file and available for review in the Arizona Game and Fish Department Purchasing Office. It is the Offeror's responsibility to obtain the current revision of these documents.**

**DELIVERY POINT:**

Raymond Wildlife Area, 40 miles east of Flagstaff,  
AZ.

Buyer: Elizabeth Kellim  
Phone No.: (602) 789-3461  
FAX No.: (602) 789-3922

**VENDOR QUOTATION**

Item	Qty	Unit	Description	Unit Price	Extended Price
1	1	Each	Water storage tank, as per specifications	\$ _____	\$ _____
2	1	Each	Delivery to Raymond Wildlife Area, 40 miles east of Flagstaff, AZ	\$ _____	\$ _____

**THIS IS NOT A PURCHASE ORDER**

**THIS SECTION MUST BE COMPLETED BY VENDOR**

Company Name	Address	City	State	Zip	Phone #
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Delivery is promised within \_\_\_\_\_ calendar days after receipt of an order. If payment is made within \_\_\_\_\_ days after receipt of goods or services, the buyer is entitled to a discount of \_\_\_\_\_% on the above-listed price(s).

Signature \_\_\_\_\_

Date \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Tax ID No. \_\_\_\_\_ "AN EQUAL OPPORTUNITY AGENCY" Fax No.: \_\_\_\_\_



**NOTICE OF SALE  
FAX ON DEMAND  
(Continuation Sheet)**

Arizona Game and Fish Department  
Purchasing Office  
2221 West Greenway Road  
Phoenix, AZ 85023

RFQ NO: QF05-014-K  
Offers will be accepted until 5:00  
p.m. on October 12, 2004.

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Date: September 30, 2004

**VENDOR QUOTATION**


**DELIVERY POINT:**

Raymond Wildlife Area, 40 miles east of  
Flagstaff, AZ.

Buyer: Elizabeth Kellim  
Phone No.: (602) 789-3461  
FAX No.: (602) 789-3922

**VENDOR QUOTATION**

Item	Qty	Unit	Description	Unit Price	Extended Price
			<p>Vendor Certification:</p> <p><b>SMALL BUSINESS</b></p> <p>A small business concern is defined as a business, including its affiliates, which is independently owned and operated; is not dominant in the field of operations in which it is bidding on State contracts; and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administrations.</p> <p><input type="checkbox"/> This company is a small business concern. <input type="checkbox"/> This company is not a small business concern.</p> <p><b>MINORITY BUSINESS ENTERPRISE</b></p> <p>A minority business enterprise is defined by Section 3 of the Small Business Act as a small business that is owned and controlled by one or more minorities or women. Owned and controlled means a business that is at least 51 percent owned by one or more minorities or women. In the case of a publicly owned business at least 51 percent of the stock must be owned by one or more minorities or women and the management and daily business operations must be controlled by one or more of said individuals. Minority group members shall consist of those groups defined under Section 8 (a) of the Small Business Act.</p> <p><input type="checkbox"/> This company is a minority business enterprise. <input type="checkbox"/> This company is a woman owned business enterprise. <input type="checkbox"/> This company is not a minority business enterprise</p> <p><b>THIS IS NOT A PURCHASE ORDER</b></p>		
			<b>TOTAL AMOUNT</b>		Tax ( <input type="text"/> %)  \$ <input type="text"/>

	<b>SPECIAL TERMS AND CONDITIONS</b>		Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
	SOLICITATION NO. <u>QF05 -014-K</u>		Page 3 of 7

1. PURPOSE

This Request For Quotation (RFQ) is to provide a water storage tank for the Arizona Game and Fish Department (AGFD) at Raymond Ranch in accordance with the requirements of the RFQ.

2. CIVIL RIGHTS NOTIFICATION

The Arizona Game and Fish Department prohibits discrimination on the basis of race, color, sex, national origin, age, disability in its programs and activities. If anyone believes they have been discriminated against in any of the AGFD programs or activities, including its employment practices, the individual may file a complaint alleging discrimination directly with the AGFD Deputy Director, 2221 W. Greenway Rd., Phx., AZ 85023, (602) 789-3290, or the U.S. Fish and Wildlife Service, 4040 N. Fairfax Dr., Suite 130, Arlington, VA 22203. If you require this document in an alternative format, please contact the AGFD Deputy Director as listed above or call TTY at 1-800 367-8939.

3. CIVIL RIGHTS ASSURANCE STATEMENT

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the **RECIPIENT** on the basis of race, color, national origin, age, sex (in educational activities) or disability.


NOTE: An Assurance Statement will be required to be signed by an individual, private organization, or institution receiving fish and wildlife conservation assistance under the following circumstances:

- A. If the premises are at any time opened to the public.
- B. If Hunter or Aquatic Resource Education, or any other information/education program sponsored by AGFD, is held on private property.

4. INSURANCE

Contractor's Obligations: Without limiting any liabilities or any other obligation of the Contractor, the Contractor will purchase and maintain insurance coverage listed below. Coverage will be provided with forms and insurers acceptable to the State of Arizona until all obligations under this Contract are satisfied. All insurers must be authorized to do business in the State of Arizona by the Arizona Department of Insurance and possess a current AM Best, Inc. rating of at least A VII.

- A. Commercial General Liability, with minimum limits of \$1,000,000 per occurrence, and minimum unimpaired Products and Completed Operations aggregate and General Aggregate minimum limits of \$2,000,000. Coverage will be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis. The policy will include coverage for:
  - Bodily Injury;
  - Broad Form Property Damage (including completed operations);
  - Personal Injury;
  - Blanket Contractual Liability;
  - Products and Completed Operations, and this coverage will extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;
  - Fire Legal Liability;

	<b>SPECIAL TERMS AND CONDITIONS</b>	Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
	SOLICITATION NO. <u>QF05 -014-K</u>	Page 4 of 7

B. Business Automobile Liability, with minimum limits of \$1,000,000 combined single limit per occurrence, with respect to claims arising from the ownership, maintenance or use of any auto assigned to or used in the performance of this contract. This requirement may be modified at the discretion of Arizona Game and Fish Department to acknowledge coverage provided by a Family or Personal Automobile Liability policy endorsed to cover Business Use of the vehicle(s) used in performance of this contract.

C. Workers Compensation and Employers Liability insurance as required by the State of Arizona Workers Compensation statutes, as follows:

Workers Compensation (Coverage A):	Statutory Arizona benefits;
Employers Liability (Coverage B):	\$500,000 each accident;
	\$500,000 each employee/disease;
	\$1,000,000 policy limit/disease.

Policy will include endorsement for All State coverage for state of hire.

D. Professional Liability Insurance with minimum limits of \$1,000,000 (Each Claim and/or Each Wrongful Act and/or Each Loss) and an unimpaired aggregate limit of \$1,000,000 with respect to this contract. The Retroactive Coverage Date (if written on a Claims-Made form) will be the same as the effective date of this contract. The policy will cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract and, at the discretion of the State of Arizona and the Arizona Game and Fish Department, will include one of the following types of Professional Liability policies:


- Errors and Omissions
- Medical Malpractice
- Druggists Professional
- Architects/Engineers Professional
- Lawyers Professional
- Teachers Professional
- Accountants Professional
- Social Workers Professional
- Other (Specify profession from Scope of Work)

The policy will contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

E. The State of Arizona and Arizona Game and Fish Department reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.

F. In case any work is subcontracted, the Contractor will require all Subcontractors to provide comparable coverage.

G. Failure on the part of the Contractor to procure or maintain required insurance will constitute a material breach of contract upon which the Contracting Agency may immediately terminate this Contract.

	<b>SPECIAL TERMS AND CONDITIONS</b>		Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
	SOLICITATION NO. <u>QF05 -014-K</u>		Page 5 of 7

- H. The policies required by the Commercial General and Business Automobile Liability Sections herein will be endorsed to include the State of Arizona and Arizona Game and Fish Department as additional insured and will require that the insurance provided by Contractor will be primary insurance and that any insurance carried by the State of Arizona and Arizona Game and Fish Department will be excess and not contributory insurance to that provided by Contractor.
- I. Certificates of Insurance acceptable to the State of Arizona and Arizona Game and Fish Department will be issued and delivered prior to the commencement of the work defined in this contract, and will identify this contract and include certified copies of endorsements naming the State of Arizona and Arizona Game and Fish Department as Additional Insured as required. The insurance policies required by this paragraph will contain a provision that coverages afforded will not be cancelled or materially altered until at least 60 days prior written notice has been given to the State of Arizona and Arizona Game and Fish Department.
- J. Failure on the part of the Contractor to meet these requirements will constitute a material breach of contract, upon which the State of Arizona and Arizona Game and Fish Department may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona and Arizona Game and Fish Department will be repaid by the Contractor upon demand, or the State of Arizona and Arizona Game and Fish Department may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits in excess of those required will not be charged to the State of Arizona and Arizona Game and Fish Department. Contractor and its insurer(s) providing the required coverages will waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.
- K. If the contractor is the State of Arizona, its departments, agencies, boards and commissions, then the above will not apply.


## 5. INDEMNITY

The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions will be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions will be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

If the contractor is the State of Arizona, its departments, agencies, boards and commissions, then the above will not apply.

## 6. TAXES

The applicable State and local taxes will be listed on the price sheet.

	<b>SPECIAL TERMS AND CONDITIONS</b>		Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
	SOLICITATION NO. <u>QF05 -014-K</u>		Page 6 of 7

7. LICENSES

Contractor will maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor will be responsible for ensuring the current license and permit status of subcontractors, if any.

Failure of the Contractor to obtain or maintain approved federal, state and local licenses and permits required for the operation of the business and performance may be considered a failure to perform to expectations

8. CONTRACT TERM

The term of the resultant contract shall commence upon date of award and shall continue for twelve (12) months, unless terminated, canceled or extended as otherwise provided herein.

9. CONTRACTS ADMINISTRATION

Following award, the Contractor(s) will contact the AGFD Purchasing Office assigned buyer for guidance or direction in contract interpretation or questions regarding the terms, conditions or scope of the contract.

10. CONTRACT MODIFICATIONS

The State and AGFD will reserve the right to modify this contract as circumstances may require without penalty to fulfill the department needs. The Contractor (s) will be notified prior to any changes in the contract.

11. DELIVERY

Delivery required no later than thirty (30) days after receipt of order.

Delivery of the product shall be F.O.B. destination to Raymond Ranch, 40 miles east of Flagstaff, and shall be coordinated with the Raymond Wildlife Area Manager. The AGFD site manager shall inspect delivery. All products determined, in the opinion of the AGFD, to be substandard shall be rejected. The contractor will be required, at the discretion of the AGFD, to replace or provide full credit for all rejected product.

All work shall be subject to a complete inspection by AGFD prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, quality, workmanship and materials. Five (5) calendar days shall be allowed for this process. If delivered product is returned to the Contractor prior to acceptance for any reason, additional periods of five (5) calendar working days shall be allowed for inspection when subsequent deliveries occur.

12. ACCEPTANCE

Each item delivered shall be subject to a complete inspection by AGFD prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Thirty calendar days shall be allowed for this process. If delivered material is returned to the Contractor prior to acceptance for any reason, additional periods of thirty calendar days shall be allowed for inspection when subsequent deliveries occur.

## 1. PURPOSE

This Request For Quotation (RFQ) is to provide a water storage tank for the Arizona Game and Fish Department (AGFD) at Raymond Ranch in accordance with the requirements of the RFQ.

## 2. LOCATION

Raymond Wildlife Area  
40 miles east of Flagstaff, AZ

Contact: Dave Belitsky, Manager  
Phone: (928) 699-5273

## 2. SPECIFICATIONS

### 2.1 Water Storage Tank

- 2.1.1 The tank shall have 8' x 27' dimensions. Dimensions can be adjusted to utilize standard assembly components with the consent of the Raymond Wildlife Area Manager.
- 2.1.2 The tank shall be horizontal.
- 2.1.3 The tank shall be capable of holding 10,000 gallons of water.
- 2.1.4 The tank shall be made of 1/4" carbon steel.
- 2.1.5 The tank shall be coated with an interior epoxy for potable water.
- 2.1.6 The tank shall have a painted exterior.
- 2.1.7 The tank shall have a bottom inlet 4" mpt, opposite end overflow.
- 2.1.8 The tank shall have a 4" mpt manhole.
- 2.1.9 The tank will NOT be elevated above ground level.
- 2.1.10 The tank shall have correct pipe fittings as directed by the Raymond Wildlife Area Manager.